



County of San Bernardino

F A S

**STANDARD
CONTRACT**

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code BILINGU124	SC Dept. ADS	A Contract Number
County Department Behavioral Health		Dept. ADS	Orgn. ADS
County Department Contract Representative Armand Freitas		Telephone (909) 421-9460	
		Contractor's License No.	
		Total Contract Amount \$1,197,867	
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:			
If not encumbered or revenue contract type, provide reason: _____			
Commodity Code		Contract Start Date 07/01/2003	Contract End Date 06/30/2006
		Original Amount \$1,197,867	Amendment Amount
Fund AAA	Dept. ADS	Organization ADS	Amount \$1,197,867
Fund	Dept.	Organization	Amount
Fund	Dept.	Organization	Amount
Project Name Alcohol and Drug Outpatient Services		Estimated Payment Total by Fiscal Year	
		FY	Amount
		I/D	
		FY	Amount
		I/D	
Contract Type – 2(b)		03-04	\$399,289
		04-05	\$399,289
		05-06	\$399,289

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Bilingual Family Counseling Services, Inc.

hereinafter called **Contractor**

Address

317 West "F" Street

Ontario, CA 91762

Telephone

(909) 986-7111

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WITNESSETH:

WHEREAS, County desires to enter into an Agreement with Contractor whereby Contractor will provide alcohol and/or drug services in accordance with the requirements of the Health and Safety Code, Division 10.5, Parts 2 and 3; and Title 22 of the California Code of Regulations and related directives as they pertain to Medi-Cal; and

WHEREAS, Contractor is willing to furnish such services upon the terms hereinafter set forth;

WHEREAS, this Agreement is authorized by one of the following Sections of the Health

and Safety Code: 11812(b); 11796.1; 11991.6(a);

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto do mutually agree as follows:

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I. DEFINITION OF TERMINOLOGY

1. Wherever in this document, and in any attachments hereto, the terms "contract" and/or "agreement" are used to describe the conditions and covenants incumbent upon the parties hereto, these terms are interchangeable.
2. **Definition of May, Shall and Should.** Whenever in this document the words "may", "shall" and "should" are used, the following definitions shall apply: "may" is permissive; "shall" is mandatory; and "should" means desirable.
3. The term "ADS" refers to the County Department of Behavioral Health, Alcohol and Drug Services.
4. The term "unit of service" means a person-to-person contact, regardless of time, which results in a record of therapeutic experience in a patient's chart. Telephone contacts are not a reportable unit of service.
5. The term "service hour" refers to the time spent by Contractor staff to deliver alcohol/drug program services.
 - a. With respect to alcohol/drug prevention services, a service hour includes staff time spent in performing prevention services as well as travel time and time spent in preparing substance abuse prevention literature and mass media advertisements. Time spent in developing or establishing program objectives and methodologies, preparing for presentations or in performing other administrative functions is excluded from the service hour definition.
 - b. With respect to alcohol/drug treatment services, a service hour includes staff time spent conducting client visits, collateral visits, and group treatment sessions. Time spent staffing client charts and documenting treatment sessions in the charts is also included in the service hour definition. Other administrative time, such as scheduling appointments, is excluded from the service hour definition.

II. CONTRACT SUPERVISION

The Director, Department of Behavioral Health (DBH), hereinafter referred to as Director, or designee, shall be the County employee authorized to represent the interests of the County in carrying out the terms and conditions of this contract. The Contractor shall provide in writing to the County the names of the persons who are authorized to represent the Contractor in this contract.

III. ADMINISTRATIVE PROCEDURES

1. Contractor agrees to adhere to all applicable provisions contained in the **ADS Manual for Contract Agencies**, which is made a part hereof by this reference. A copy of said document has been provided to the Contractor. In agreeing to the terms of this contract, Contractor acknowledges full understanding of the provisions of the referenced documents and agrees to operate the respective alcohol and/or drug programs in accordance with the provisions of the documents and the provisions of this contract. At the option of the County, changes may be made during the contract period to the **ADS Manual for Contract Agencies**. Such changes, when made, will be binding on the Contractor.
2. Contractor, if receiving Medi-Cal funding, shall comply with all requirements and procedures established by the State, County, and Federal Governments, including those for quality improvement, and including, but not limited to, submission of periodic reports to the County and staff assignments for quality improvement and coordination duties.
3. Contractor agrees that no part of any federal funds provided under this contract shall be used to support lobbying activities to influence proposed or pending Federal or State legislation or appropriations.
4. Contractor agrees that no part of any federal funds provided under this contract shall be used to pay the salary of an individual at a rate in excess of \$166,700 per year.

5. Contractor shall not use any state or federal funds to provide direct, immediate or substantial support to any religious activity.
6. If Contractor is not licensed or certified by the State, Contractor shall submit organizational documents to County within 30 days of execution of this contract, or within 90 days of annual renewal or continuation of this contract, or when there has been a change in name or ownership. Organizational documents shall include Contractor's Articles of Incorporation or Partnership Agreements, business licenses, fictitious name permits, and such other information and documentation as may be requested by County.

IV. FORMER COUNTY OFFICIALS

Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's Staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. If during the course of the administration of this agreement, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

V. INDEPENDENT CONTRACTOR STATUS

Contractor understands and agrees that the services performed hereunder by its officers,

agents, employees or contracting persons or entities are performed in an independent capacity and not in the capacity of officers, agents or employees of County. All personnel, supplies, equipment, furniture, quarters and operating expenses of any kind required for the performance of this contract shall be provided by Contractor in providing the contracted services. County equipment, excess to the needs of the County, may be provided to the Contractor in support of performance of this contract at a cost to be determined by the County.

VI. INDEMNIFICATION AND INSURANCE

1. **Indemnification** - The Contractor agrees to indemnify, defend and hold harmless the County and its authorized agents, officers, volunteers and employees from any and all claims, actions, losses, damages and/or liability arising from Contractor's acts, errors or omissions and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.
2. **Insurance** - Without in any way affecting the indemnity provided and in addition thereto, the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:
 - a. **Workers' Compensation** - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount or form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered

by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b. **Comprehensive General and Automobile Liability Insurance** - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
 - c. **Errors and Omissions Liability Insurance** - Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or
 - d. **Professional Liability** - Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
3. **Additional Named Insured** - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its employees, agents, volunteers and officers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
4. **Waiver of Subrogation Rights** - Except for the Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, volunteers, employees, agents, contractors and subcontractors.
5. **Policies Primary and Non-Contributory** - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
6. **Proof of Coverage** - Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage,

including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days' written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and endorsements.

7. **Insurance Review** - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

The County agrees to indemnify and hold harmless the Contractor and its authorized agents, officers, volunteers and employees from any and all liabilities for injury to persons and damage to property arising out of any negligent act or omission of the County, its officers, employees, agents or volunteers in connection with performance of this Agreement.

VII. FEE ASSESSMENT AND COLLECTION

1. **Drug Programs.** Client fees shall be charged for treatment services provided under the provisions of this Agreement based upon the client's financial ability to pay for service. Fees charged shall approximate estimated actual cost of providing services, and no person shall be excluded from receiving services based solely on lack of financial ability to make payment toward the cost of providing services. The fee system must be in writing and shall be a matter of public record. In establishing fees to clients, a fee system shall be used which conforms to the following guidelines and criteria as prescribed in Section 11991.5 of the California Health and Safety Code:

- a. The fee system shall be equitable.
- b. The fee charged shall not exceed the actual cost of providing services.
- c. The fee system shall consider the client's income and expenses.
- d. The fee system shall be approved by the Director or designee.

To ensure an audit trail, Contractor shall maintain all of the following records:

- (1) Fee assessment schedules and collection records.
- (2) Documents in each client's file showing client's income and expenses, and how each was considered in determining fees.

2. **Alcohol Programs.** In compliance with Section 11841 of the California Health and Safety Code:

- a. The Contractor shall set fees and follow fee assessment and collection practices that promote recovery from problem drinking, provided that the method of establishing such fees and methods of collection practice will not result in the denial or withholding of alcohol services because of the client's inability to pay for such services. The fee requirements shall not apply to prevention and early intervention activities.

- b. The Director or designee shall approve the Contractor's fee assessment system, which shall describe how the Contractor charges fees and which must take into consideration the Client's income and expenses. The fee system must be in writing and shall be a matter of public record. A fee system shall be used which conforms to the following guidelines and criteria:

- (1) The fee system shall be equitable.
- (2) The fee charged shall not exceed the actual cost of providing services.
- (3) The fee system shall consider the client's income and expenses.
- (4) The fee system shall be approved by the Director or designee.

To ensure an audit trail, Contractor shall maintain all of the following records:

- (a) Fee assessment schedules and collection records.
- (b) Documents in each client's file showing client's income and expenses, and how each was considered in determining fees.

VIII. CONFIDENTIALITY

1. Contractor shall comply with all state and federal statutes and regulations regarding confidentiality, including but not limited to, the confidentiality of information requirements in 42 United States Code Section 290 dd-2; Title 42, Code of Federal Regulations Part 2; Welfare and Institutions Code Sections 5328 et seq and 14100.2; Sections 11878, 11812, and 11977 of the Health and Safety Code; and Title 22, California Code of Regulations Section 51009.
2. No list of persons receiving services under this contract shall be published, disclosed, or used for any purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements for confidentiality listed above.
3. Pursuant to the Health Insurance Portability And Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable health information. Contractor is a covered entity in accordance with HIPAA regulations (45 CFR § 160.103). Accordingly, Contractor is mandated to comply with the HIPAA Privacy Rule standards, requirements, and implementation specifications codified in 45 CFR Parts 160 and 164. Contractor will disclose Protected Health Information to appropriate County of San Bernardino personnel for the purposes of treatment, payment, and health care operations in accordance with 45 CFR § 164.506.

IX. NONDISCRIMINATION

1. **General.** Contractor agrees to serve all persons without regard to race, color, sex, religion, national origin or ancestry, pursuant to Civil Rights Act of 1964, as amended, (42 USCA Section 2000 d) and Executive Order #11246, September 24, 1965, as amended, Age Discrimination Act of 1975 (42 USC 6101), Rehabilitation Act of 1973 (29 USC 794), Title 45, Code of Federal Regulations, Part 84.6; and provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.)
2. **Handicapped.** Contractor agrees to comply with the Americans with Disabilities Act

of 1990, (42 U.S.C. 12101 et. seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto.

3. **Contract Compliance.** Contractor agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VI of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, San Bernardino County ESBE Policy No. 11-15, and any other applicable federal, state and county laws, regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Information on these rules and regulations may be obtained from the Contract Compliance Manager of the County of San Bernardino at (909) 387-2139.
4. **Sexual Harassment.** Contractor agrees that clients have the right to be free from sexual harassment and sexual contact by members of the treatment, recovery, advisory, or consultant staff.
5. **Cultural and Linguistic Competency.** Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals that enable that system, agency, or those professional and consumer providers to work effectively in cross-cultural situations.
 - a. The Contractor shall be required to assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for the provision of appropriate and effective substance abuse treatment services.
 - b. There is recognition by the DBH that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards

the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. The provision of medically necessary specialty substance abuse treatment in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective substance abuse treatment. Providing services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost-effective.

c. To assist the Contractor's efforts towards cultural and linguistic competency:

- (1) DBH shall provide technical assistance to the Contractor regarding cultural competency implementation.
- (2) DBH shall provide demographic information to Contractor on service area for services planning.
- (3) DBH shall provide cultural competency training for Department and Contractor personnel. Contractor staff are encouraged to attend at least one cultural competency training per year.
- (4) DBH shall provide interpreter training for Department and Contractor personnel.
- (5) DBH shall provide technical assistance for Contractor in translating substance abuse treatment information to Spanish.

X. DRUG FREE WORKPLACE

By signing this contract the Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug Free Workplace Act of 1990 (Gov. Code § 8350 et seq.), and the Pro-Children Act of 1994, and will provide a drug free workplace by taking the following actions:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's work place and specifying the actions that will be taken against employees for violations of the prohibitions as required by Government Code section 8355 (a).
2. Establish a drug-free awareness program as required by Government Code section 8355(b) to inform employees about all of the following:
 - a. The dangers of drug abuse in the work place;
 - b. The person's or organization's policy of maintaining a drug-free work place;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code section 8355 (c), that every employee engaged in the performance of the contract:
 - (a) Be given a copy of the Contractor's drug-free policy statement; and
 - (b) As a condition of employment on the contract, agree to abide by the terms of the statement.
4. Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both, and the Contractor may be ineligible for future County or State contracts if the County or State determines that any of the following has occurred:
 - (a) The Contractor has made false certification, or

- (b) The Contractor has violated the certification by failing to carry out the requirements as noted above.

XI. PERSONNEL

1. Under the terms of this contract, the Contractor is an independent contractor, and therefore neither the staff nor employees of the Contractor are, nor shall they become, employees of the County. Contractor staff and employees shall not be entitled to any rights, privileges or benefits provided to County employees.
2. Contractor shall furnish such qualified professional personnel prescribed by Title 9 of the California Code of Regulations as are required for the types of services Contractor shall perform, which services are described in such addenda as may be attached hereto and/or in the **ADS Manual for Contract Agencies**.
3. Contractor certifies that neither it nor its principles is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Where the Contractor is unable to certify to any of the aforesaid, such Contractor shall attach an explanation to this contract.

XII. PERFORMANCE

1. Recovery is an approach to helping the individual to live a healthy, satisfying, and hopeful life despite limitations and/or continuing effects caused by his or her substance abuse. "Rehabilitation" is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services will support the individual in accomplishing his/her desired results. Program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community which the program serves. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's

choices and responsibilities. Recovery programs by design may employ credentialed personnel and/or others with expert knowledge and experience in the alcohol and other drug treatment and recovery field.

2. It is believed that all clients can recover, even if that recovery is not complete. The Recovery approach involves collaborating with the client to facilitate hope and empowerment, with the goals of counteracting internal and external “stigma”, improving self-esteem, encouraging client self-management of his/her life including making his/her own choices and decisions, re-integrating the client back into his/her community as a contributing member, and achieving a satisfying and fulfilling life.
3. Under this Agreement Contractor shall provide those services which are dictated by attached addenda and/or exhibits. Contractor agrees to be knowledgeable in and apply all pertinent Federal and State laws and regulations as referenced in the body of this Agreement, and the **ADS Manual for Contract Agencies**. In the event information in the attachments conflicts with the basic Agreement, then information in the attachments shall take precedence to the extent permitted by law.

XIII. FUNDING

1. This Agreement is contingent upon sufficient funds being made available by Federal, State and/or County governments for each of the three years of the term of the Agreement.
2. The maximum annual financial obligation of County under this Agreement shall not exceed the sum of One Million, One Hundred Ninety-Seven Thousand, Eight Hundred Sixty-Seven Dollars (\$1,197,867). The maximum financial obligation is further limited by fiscal year, funding source, and service modalities as delineated on the attached Schedule(s) A. Funds may not be transferred between funding sources nor modes of services without the prior written approval of the Director or designee.
3. Contractor will determine, on a case by case basis, client eligibility for or

entitlement to any and all of the funding streams used by the County for these services, as identified in ~~the~~ **ADS Manual For Contract Agencies**, to pay for services under the terms and conditions of this contract and will bill County for those services pursuant to the instructions in the **ADS Manual For Contract Agencies**.

4. The Contractor shall be entitled to reimbursement for Drug/Medi-Cal units of service based on the lesser of actual cost, the Contractor's usual and customary charge to the general public for the same or similar service, or the rates established annually by the State Budget Act.
5. The Contractor shall be entitled to reimbursement for all other units of service, for which there is budget, based on actual cost after deducting reportable revenues as defined in paragraph 7 below.
6. Contractor will only be paid for reimbursable services entered correctly into the San Bernardino Information Management On-line Network (SIMON) System. Services must be entered into SIMON no later than thirty (30) days from date of service.
7. Reportable revenues are fees paid by persons receiving services or fees paid on behalf of such persons by the Federal Government, by the California Medical Assistance Program (set forth commencing with Section 14000 of the Welfare and Institutions Code) and by other public or private sources.
8. In no instance will the Contractor be reimbursed more than the actual net cost of delivering services under this contract.
9. In the event of a reduction of County's allocation of federal, state or county funding for alcohol and/or drug programs, Contractor agrees to accept a reduction in funding under this contract to be determined by the County.
10. The Contractor agrees to accept a reduction of the dollar value of the contract, at the option of the County, if in any fiscal year the projected savings, based on claims

submitted through December 31, are more than 5% of the net annual amount of the contract by service modality.

11. At the County's option the contract may be amended and the dollar value of the contract reduced if during the period July 1 through December 31 of each contract year the service hours performed, as reported in SIMON, are less than 90% of the service hours budgeted for that period by the Contractor in its budgetary submission to the County in support of the contract.

XIV. ACCOUNTABILITY - REVENUE

Total revenue collected pursuant to this Agreement from fees collected for services rendered and/or claims for reimbursement from the County shall not exceed the cost of services delivered by the Contractor.

XV. AUDITING AND EXCEPTIONS

1. Contractor agrees to maintain and retain all appropriate service records for a period of at least seven (7) years and financial records for a period of at least five (5) years, or until audit findings are resolved, whichever is later.
2. Contractors which use audit firms shall require such firms to permit access by the State to the working papers of the audit firm, and copies of said papers shall be made available to the State and County as is reasonable and necessary.
3. Financial records shall be kept by Contractor so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.
4. Contractor agrees to furnish duly authorized representatives from County or State access to client records necessary to review or audit contract services and to

disclose all financial transactions that pertain to the subject services to the extent permitted by Title 42, CFR, Part 2. In any other situation wherein records are being accessed, Contractor agrees to obtain from the persons seeking access a confidentiality statement similar to that set forth in Welfare and Institutions Code 5328(e). The refusal of a Contractor to permit access to and inspection of books, records, and facilities as described in this part may result in immediate termination of this agreement by the County.

5. If results of an audit or on-site review indicate that funds reimbursed to Contractor under this Agreement were in excess of supported actual costs of furnishing the services, the difference shall be reimbursed to the County by the Contractor.
6. If results of an audit or on-site review indicate that service hours reported by the Contractor are not documented in accordance with the State of California Alcohol and/or Other Drug Program Certification Standards, July 1, 1999, reimbursement shall be made by the Contractor to the County, at the County's option, on the basis of the number of undocumented service hours times the cost per service hour for the month in which the undocumented service hours were reported to the County.
7. Reimbursement to the County by the Contractor, under Subparagraphs 5 and 6 above, will be made using one of the following methods, which shall be at the election of the County:
 - a. Cash payment of total.
 - b. Cash payments on a monthly schedule of reimbursements. Failure to remit scheduled payments, at the County's option, may result in demand for immediate payment of balance due in full or immediate termination of this contract.

XVI. FINAL SETTLEMENT - AUDIT

Pursuant to OMB Circular A-133, Contractors expending \$300,000 or more in Federal

funds in a year through a contract with County must have a single or program-specific audit performed which shall comply with the following requirements:

1. The audit shall be performed in accordance with OMB Circular A-133 (revised June 24, 1997), Audits of States, Local Governments, and Non-Profit Organizations.
2. The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, 1994 Revision, issued by the Comptroller General of the United States.
3. A copy of the audit performed in accordance with OMB Circular A-133 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year.
4. The cost of the audit made in accordance with the provisions of OMB Circular A-133 can be charged to applicable Federal awards. Where apportionment of the audit is necessary, such apportionment shall be made in accordance with generally accepted accounting principles, but shall not exceed the proportionate amount that the Federal funds represent of the Contractor's total revenue.
5. The work papers and the audit reports shall be retained for a minimum of three (3) years from the date of the audit reports, and longer if the independent auditor is notified in writing by the County to extend the retention period.
6. Audit work papers shall be made available upon request to the County, and copies shall be made as reasonable and necessary.
7. The Contractor is responsible for follow-up and corrective action of any material audit findings in the single or program-specific audit report, as directed by the County in coordination with the State.

XVII. SPECIAL REPORTS

Contractor agrees to submit reports as stipulated by the Director, ADS, together with monthly claims to the address listed below:

Department of Behavioral Health
Alcohol and Drug Services
700 East Gilbert Street
San Bernardino, CA 92415-0920
ATTENTION: ADS FISCAL CLERK

XVIII. DURATION AND TERMINATION

1. The term of this Agreement shall be from July 1, 2003 through June 30, 2006, inclusive.
2. This Agreement shall be terminated in writing immediately by the Director, with no prior notice, due to non-availability of funds under any appropriate State law or if the appropriate office of the State of California does not approve it as subject for reimbursement under the appropriate act or public law.
 - a. Either the Contractor or the Director may terminate the Agreement for any reason or no reason at any time by serving thirty (30) days' written notice upon the other party. It may likewise be terminated without thirty (30) days' notice by the mutual written concurrence of both the Contractor and Director.
 - b. The Director may terminate this contract immediately upon serving written notice to the Contractor if the Contractor is found to be in substantial noncompliance, as determined by the Director, with any or all of the terms of the contract. The Director may terminate this contract in the same manner when there are indications of fraud or misuse of funds by Contractor.
 - c. In the event Contractor terminates this contract, Contractor shall furnish the County, upon request, all client information and documents deemed necessary by the County to effect an orderly transfer to another facility for services, if such

transfer becomes necessary.

XIX. FINAL CLAIM

In the event this Agreement is terminated, the last reimbursement claim will be submitted within ninety (90) days after the Contractor discontinues operating under the terms of this Agreement. When such termination occurs, the County will conduct a final audit of Contractor within the ninety (90) day period following the termination date, and final reimbursement to Contractor by County shall not be made until audit results are known and all accounts are reconciled. No claims for reimbursement will be accepted after the ninetieth (90th) day following the date of contract termination.

XX. ASSIGNMENT

1. This contract shall not be assigned by Contractor, either in whole or in part, without the prior written consent of the Director.
2. This contract and all terms, conditions and covenants hereto shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

XXI. CONCLUSION

1. This Agreement, consisting of twenty-four (24) pages, Schedule A, and Addenda A-1 through A-6 inclusive, is the full and complete document describing services to be rendered by Contractor to County, including all covenants, conditions and benefits.
2. In Witness Whereof, Board of Supervisors of the County of San Bernardino has caused this Agreement to be subscribed by the Clerk thereof, and Contractor has caused this Agreement to be subscribed on its behalf by its duly authorized officers, the day, the month and year first above written.

- - - - - END OF AGREEMENT - - - - -

COUNTY OF SAN BERNARDINO

► _____
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

Bilingual Family Counseling Services, Inc.
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address 317 West "F" Street
Ontario, CA 91762

Approved as to Legal Form

► _____
County Counsel

Date _____

Reviewed by Contract Compliance

► _____

Date _____

Presented to BOS for Signature

► _____
Department Head

Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keved Bv

SCHEDULE A

PROVIDER NAME AND NUMBER

BILINGUAL FAMILY COUNSELING CENTER - 3662

SERVICE MODALITY

OUTPATIENT

FISCAL YEAR

2003-2004

Funding Source and Service Modality	Net Contract Amount	Service Hours	Treatment Slots	Individual Units	Group Units
Medi-Cal and Block Grant					
*Outpatient Treatment	\$57,107	891	36	87	2,132
Case Management	\$18,836	294			
Co-Occurring Treatment					
Co-Occur. Case Manage.					
Perinatal Day Treatment					
Perinatal Case Management					
TOTAL	\$75,943	1,185	36	87	2,132
CalWORKS					
Outpatient Treatment	\$7,063	110	4	11	264
Case Management	\$2,354	37			
TOTAL	\$9,417	147	4	11	264
CPS					
Outpatient Treatment	\$4,709	73	3	7	176
Case Management	\$1,570	24			
TOTAL	\$6,279	97	3	7	176
Youth Services					
Outpatient Treatment	\$63,571	913	40	58	1,477
Case Management	\$21,190	304			
TOTAL **	\$84,761	1,217	40	58	1,477
PSN					
Outpatient Treatment	\$18,836	294	12	29	705
Case Management	\$6,278	98			
TOTAL	\$25,114	392	12	29	705
SACPA					
Outpatient Treatment	\$197,775	3,086	95	228	5,553
TOTAL	\$197,775	3,086	95	228	5,553
GRAND TOTAL	\$399,289	6,124	190	420	10,307

*Drug Medi-Cal billable treatment services should receive priority reimbursement from this allocation with any remaining funds being made available for non-D/MC services.

** From Youth Contract Award

SCHEDULE A

PROVIDER NAME AND NUMBER

BILINGUAL FAMILY COUNSELING CENTER - 3662

SERVICE MODALITY

OUTPATIENT

FISCAL YEAR

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PROVIDER NAME AND NUMBER

BILINGUAL FAMILY COUNSELING CENTER - 3662

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** From Youth Contract Award

AGREEMENT FOR FEDERAL BLOCK GRANT

CONTRACTOR NAME: BILINGUAL FAMILY COUNSELING SERVICES, INC.

The following modes of service are funded with Federal Block Grant funds:

- Outpatient
- Case Management

SPECIAL PROVISIONS FOR FEDERAL FUNDED PROGRAMS

1. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.
2. Contractor when serving intravenous drug users (IDU's) shall do outreach activities for the purpose of encouraging individuals in need of treatment for drug and/or alcohol abuse to undergo such treatment.
3. Contractor when treating IDU's agrees to admit, on a priority basis, HIV - positive individuals and to advise all individuals seeking treatment of the priority. Individuals seeking treatment shall not, however, be required to disclose whether they are HIV - positive.
4. The Contractor agrees to give preferences in admission for treatment to pregnant women seeking, or referred for, services and who would benefit from them. In the event of insufficient capacity in a facility, the Contractor shall: refer pregnant women to another program with an available treatment slot; or provide interim services within 48 hours of initial request until treatment becomes available.
5. The Contractor agrees to ensure that, to the maximum extent practicable, each individual who requests and is in need of treatment for drug abuse is admitted to a program within 14 days after making the request. If placement cannot occur within 14 days of the request, the Contractor agrees to ensure that: interim services will be made available within 48 hours of the request; and, placement will occur within 120 days of the request.
6. The Contractor agrees to ensure that directly, or through arrangement with another agency, routine tuberculosis services are made available to each individual receiving treatment. If an individual is denied admission due to lack of capacity, the individual will be referred to another provider of tuberculosis services. Tuberculosis services consist of counseling, testing, and treatment.

7. The Contractor agrees that data will be maintained re: interim services, TB, pre-/post-test results, and HIV services. A report which will include aggregate data will be filed with the County Alcohol and Drug Services (ADS) and State ADP monthly.
8. The Contractor agrees to report information regarding program capacity and waiting list by submitting a Drug Abuse Treatment Access Report (DATAR) to the California State Department of Alcohol and Drug Programs and the County ADS monthly.
9. The Contractor agrees to comply with all County/Provider Block Grant Re-authorization Guidelines.

---END OF ADDENDUM---

AGREEMENT FOR OUTPATIENT SERVICES

CONTRACTOR NAME: BILINGUAL FAMILY COUNSELING SERVICES, INC.

A. The Contractor shall provide outpatient drug-free services as defined herein to San Bernardino County residents.

B. FACILITY LOCATIONS:

The Contractor shall provide the above services in and from the following address(es):

317 West "F" Street

Ontario, CA 91762

C. SERVICE DESCRIPTION:

The Contractor shall provide outpatient drug-free services in accordance with the following description:

- (1) The San Bernardino County Department of Behavioral Health, Alcohol and Drug Services has implemented a coordinated network of substance abuse prevention, treatment and recovery services which are provided through contractors. Each contractor agrees that every effort shall be made to make all services available through the coordinated network including its various levels of care: prevention, residential social model, detoxification, outpatient, intensive outpatient, residential, intensive residential, and methadone maintenance.
- (2) Each contractor further agrees to provide all potential clients access to this network of services and system of care through a consistent evaluation process and computerized system-wide management information system.

D. SPECIFIC RESPONSIBILITIES:

- (1) Outpatient drug-free services are designed to achieve progressive changes in an individual's thinking and alcohol or other drug using behavior in order to prevent relapse. To accomplish this, the service must address major lifestyle, family, attitudinal and behavior issues which can undermine the goals of treatment or inhibit the individual's ability to cope with major life tasks without the non-medical use of psychoactive substances. Such outpatient care involves regular contact with the client for a period of time not to exceed six months to meet discharge criteria appropriate to this level of care.
- (2) Outpatient drug-free treatment service is provided in regularly scheduled face-to-

face therapeutic sessions. Such services may include:

- a) individual counseling
- b) group counseling
- c) family counseling
- d) long-term support for relapse prevention

(This includes what is traditionally known as continuing care or aftercare.)

- (3) Intensive outpatient treatment affords the client the opportunity to remain in his/her existing environment (e.g., social, vocational, familial) while still benefiting from a therapeutic structured program. It is a non-residential service consisting of multiple face-to-face therapeutic contacts per week for clients who cannot maintain stability over a 72-hour period.

E. SERVICE COORDINATION AND QUALITY ASSURANCE

Alcohol and Drug Services shall monitor the progress and quality of care afforded each individual client through a quality improvement process in addition to an analysis of other client information made available through the computerized management information system. The Contractor shall ensure that each client receives service at the appropriate level of care as determined by the Admission, Continued Stay and Discharge Criteria for the Continuum of Care of Substance Abusers published by SBCDBH Alcohol and Drug Services in November 1996, a copy of which has been provided to the Contractor. The Contractor may appeal any recommended service modality and/or level of care through the Authorization and Review Committee as further described in the above-mentioned November 1996 document.

- F. The Contractor shall establish day care habilitative services according to STANDARDS FOR DRUG ABUSE TREATMENT PROGRAMS, dated October 21, 1981, published by the State of California, Department of Alcohol and Drug Programs, and the ADS Manual for Contract Agencies, dated March 1994. The Contractor shall maintain accurate and adequate client records, including treatment plans, counseling notes, medical records, and other data affecting clients' treatment, according to standards identified therein. These documents will be retained for at least seven (7) years after clients have been discharged from the program.

--- END OF ADDENDUM ---

AGREEMENT FOR CASE MANAGEMENT SERVICES

CONTRACTOR NAME: BILINGUAL FAMILY COUNSELING SERVICES, INC.

Contractor shall:

Ensure that all necessary treatment and recovery activities and plans are enhanced and supported by the integration of other individual services which may include the evaluation of progress, assessment, monitoring of needs, outreach, community resource referrals and discharge planning.

---END OF ADDENDUM---

AGREEMENT FOR SPECIFIC SERVICES

General Services Description/Target Area Served:

Bilingual Family Counseling Service, Inc. proposes to provide alcohol and drug outpatient services for men, women and youth who have demonstrated a need for outpatient care and recovery.

The agency will serve any resident of San Bernardino County, with specific emphasis on residents of the West Valley region. At a minimum, the services offered will include assessment services, personal recovery/treatment planning, educational sessions; crisis intervention, individual and group treatment sessions; case management and aftercare.

Enhanced Services:

Youth Treatment Services:

Youth drug and alcohol services will integrate a developmental approach and family systems approach to treatment. The program, at its core will utilize a proven and effective program approach for working with adolescents. This model of adolescent substance abuse treatment is developed by David Gust. (Specific curriculum is attached). Youth will be offered group treatment, individual, family and multi-family sessions over a 4-month period. The program approach seeks to help youth identify family dynamics and engage and include the family in the youth's treatment as early as possible (as part of the intake and assessment process, wherever possible). The proposed Youth treatment program will also promote the development of a support system to help reinforce behavioral gains made during treatment, and provide ongoing support (aftercare) to prevent relapse (4-month aftercare model). A separate budget is attached to this RFP for these proposed services.

Bilingual Family Counseling staff will also help youth and families to integrate educational goals and concerns, working with the educational system to address problems. The agency will collaborate with local youth employment training programs such as the WIA programs of the YWCA, to provide opportunities for work-readiness skills, career planning and job training.

Alcohol and drug testing will be provided and arranged for all youth involved in outpatient drug and alcohol treatment. Frequency will be determined on a case-by-case basis, depending on the level of risk for relapse. Positive drug test results will be used to assist in modifying the treatment plan and/or intensity of treatment.

Screening and assessment is an on-going process. The program will utilize the Adolescent ASI tool for screening and assessment purposes. The tool demonstrates reliability and validity, and captures data related to the major life domains of an adolescent.

Assessment includes health screening and assessment of cognitive levels and independent living skills. Safety issues are assessed as a normal part of intake for youth. Appropriate reporting and/or referrals are made. Treatment planning is conducted with input from the youth and family members, where possible. A written individual treatment plan addresses multiple concerns, and defines goals and action steps to be taken within an identified time frame. Staff who have demonstrated a skill in working with adolescents and their families will be utilized to provide services. Generally, Bilingual Family Counseling Service, Inc., will follow the guidelines set by the Department of Alcohol and Drug Programs(8/2000), to guide the treatment program services to youth.

Specific Services:

Statement of Experience

Bilingual Family Counseling Service, Inc. has been in operation since 1976, providing prevention, intervention and counseling services to residents of all ages in San Bernardino County. The agency has also provided specialized services to the Spanish-speaking residents of the surrounding communities. In 1987, BFCS, Inc. began providing outpatient drug and alcohol treatment services under contract with the then, Office of Alcohol and Drug Programs. Specialized substance abuse services to targeted populations have been provided over the years, including services to adolescents, aged 12 and older; women; probationers and parolees; homeless populations; and the specific needs of the Spanish-speaking immigrant population.

Bilingual Family Counseling Service, Inc., is also a recognized provider of professional training in many aspects of counseling, including chemical dependency. Staff has conducted workshops related to substance abuse treatment at conferences and for organizations including: Latino Behavioral Health Conference (Los Angeles); Case Management Conference (Moreno Valley); Ontario-Montclair School District; Jobs Employment Services Department (San Bernardino County); Montclair Community and Family Solutions Collaboratives; Association of Community Based Organizations; Regional Healthy Start; Superintendent of Schools; San Bernardino County Schools; Chaffey College; CSUSB, Department of Social Work; Valley College, Drug and Alcohol Certificate Programs. Training topics include: Addiction, Solution-focused intervention, motivational interviewing, cultural competency in addictions services, working with adolescents and families, case management strategies in addiction treatment.

Connection with other service providers

Bilingual Family Counseling Service, Inc. works closely with residential, detox, perinatal and nonresidential treatment providers. Cooperative working relationships help facilitate smooth transitions for participants attempting to enter a higher or lower intensity of treatment. Inter-agency referrals are widely utilized by all service providers in the treatment system of care.

Bilingual Family Counseling Service, Inc. is a strong collaborative leader locally and county wide. Participation in over 10 collaboratives and coalitions provides an advantage to this agency in assisting clients to access the adjunct services which will enhance drug and alcohol treatment goals. BFCS, Inc. works closely with other drug and alcohol treatment providers (such as Matrix, Cedar House, St. John of God, IVDARS), and mental health service providers (such as Chino Clinic, Upland Community Counseling and West End Family Counseling) to find additional support, and the best level of care for clients who are struggling with sobriety and related issues. Other relationships which are important to our clientele include: Department of Rehabilitation, Chaffey Adult School, Chaffey College, ROP, Regional Center, Ontario Family Medical Clinic, Montclair SAC Clinic, San Bernardino SAC Clinic, local ESL classes, and local 12 step groups.

BFCS, since its inception, has established a good working relationship to collaborate on an interagency level with service providers such as Probation and Parole, DPSS, Department of Behavioral Health (Chino, Upland, Rancho and Fontana), local schools and health providers.

Bilingual Family Counseling Service, Inc., has always been at the forefront of the

collaborative movement in San Bernardino County, participating as founding committee members of many of the following Collaboratives: ACBO, Youth Justice Center, Focus West, Family Solutions, Montclair Community Collaborative, Focus West Family Services (a CalWORKS mini-collaborative), and the Fontana community Collaborative, Upland Healthy Start, Silver Valley Healthy Start, Chaffey Joint Union High School District's YES teen pregnancy prevention program, and the Gangs and Drugs Task Force.

Proposed Approach:

Bilingual Family Counseling Service, Inc. utilizes a combination of treatment approaches when working with substance abuse. At the core is a client-centered and solution-focused philosophy, which requires the participant to assume responsibility for identifying changes that need to happen. This approach engages the participant in their own treatment planning and plan implementation. A psycho-dynamic and psycho-educational approach is utilized in both individual and group treatment to reinforce treatment goals. Combining discussion and education curriculum and videos from sources such as PRIDE, Hazeldon and the "Uppers, Downers, All-Arounders" materials from the Haight-Ashbury group, the participant is expected to learn about his/her addiction process, triggers, and tools for recovery. Participants are challenged to set achievable goals related to recovery, legal problems, social problems, health or employment concerns. These goals are monitored as part of the group dynamic, and the group facilitators assist participants to relate successes to choices made about sobriety. (see attached curriculum examples)

As participants engage in the treatment process, they are also expected to attend 12-step groups such as NA or AA. These self-help groups are considered to be integral to the treatment of substance abuse. Individual sessions and the group process are utilized to

integrate and reinforce many concepts of 12 step model.

As participants enter their 3rd month of treatment, the concept of Aftercare becomes integrated heavily into the focus of recovery and sustaining of sobriety. Preparation for Aftercare increases the likelihood that at the exit interview, the participant will be able to identify resources, develop an aftercare plan, and successfully follow through.

Bilingual Family Counseling Service, Inc., will offer the four levels of intensity for outpatient services. All services will be conducted over a 4 month period. Any services beyond the 4-month regimen will have written justification and prior approval from ADS administration. Individual sessions will be a minimum of 50minutes, and group counseling a minimum of 90 minutes:

Outpatient Level One (total time in treatment—4 months)

1MONTH— Bi-weekly individual sessions, weekly group sessions, and weekly participation in at least one scheduled self-help activity.

3 MONTHS – weekly group sessions, weekly participation in at least one scheduled self-help activity, and 1 case management contact per month.

Outpatient Level Two (total time in treatment—4 months)

2 Months—Bi-weekly individual sessions, weekly group sessions, and weekly participation in at least one scheduled self-help activity.

2 Months—Weekly group sessions, weekly participation in at least one scheduled self-help activity and 1 case management contact per month.

Outpatient Level Three (total time in treatment—4 months)

2 Months— Weekly individual sessions, weekly group sessions, and weekly participation in a least one scheduled self help activity.

2 Months—Bi-weekly individual sessions, weekly group sessions, and weekly participation in at least one scheduled self-help activity.

Outpatient Level Four (total time in treatment—4 months)

Outpatient services will be offered to clients who have completed Residential Treatment. Services offered will include:

1 month—1 individual session, weekly group sessions, and weekly participation in at least one scheduled self-help activity.

3 Months—Bi-weekly group sessions, weekly participation in at least one scheduled self-help activity and 1 case management contact per month.

Program Goals:

- To achieve and maintain a continuum of substance abuse care for adults and youth.
- To provide services to the community, which are of a professional caliber and which are cost-effective, accessible and affordable.
- To eliminate drug and alcohol abuse, by assisting participants to develop life skills which maintain a drug free lifestyle
- To improve levels of functioning in major life domains.
- To eliminate recidivism to the Criminal Justice System related to substance abuse.
- To provide drug and alcohol treatment services which are culturally and linguistically appropriate to the needs of program participants.
- To advance education in the field of interpersonal relationships and recovery from substance abuse.
- To provide a stable resource for help to the local community

Objectives:

Service Objectives:

- The program will enroll an average of 20 adult, and 8 youth participants each month into the substance abuse treatment program.
- The agency will accomplish 10,973 adult, and 1,477 youth group units by the end of the fiscal year.
- The agency will accomplish 450 adult, and 58 youth individual treatment sessions by the end of the fiscal year.

- 80% of enrolled participants will successfully complete the treatment program by the end of the fiscal year.
- A minimum of two Spanish-language substance abuse treatment group will be offered to program participants at all times.
- 100% of participants needing additional ancillary services (employment, housing, health, etc.), will be referred and connected to outside resources.
- 100% of completing participants will engage in aftercare services.
- Follow up contacts, 90 days after program completion, will reflect 75% of clients reporting sustained sobriety.
- A minimum of 2 (1 English; 1 Spanish) 12-step groups will be hosted at the agency site by the end of the first quarter of operation.
- A minimum of one teen 12-step group will be hosted at this agency site by the end of the 2nd quarter of operation.

Staffing Objectives:

- Effective throughout the contract period, the agency will ensure that 100% of drug/alcohol treatment staffing continue to meet standards set by the State.
- Staff development procedures will ensure that each staff member is participating in continuing education opportunities related to substance abuse at least one time per quarter.
- The agency will maintain a 50% level or higher, of staffing which is bilingual/bicultural (Spanish-English) throughout the funding period.

Administrative/Fiscal Objectives:

- The agency will monitor and update program procedures for continued compliance each 6 months.

- The agency will establish a working budget, approved by the Board, within the first month of operation.
- The agency will conduct monthly quality assurance review meetings to ensure compliance, timely program completion, and monitor quality of services.
- The agency will collect \$ 7,000 in participant fees for adult programs.
- The agency will collect \$3,000 in participant fees for youth programs.
- The agency will complete an independent fiscal audit within 3 months after each fiscal year.

Services for each Modality

The outpatient treatment modality will include the following services:

- Initial screening and problem identification utilizing the Addiction Severity Index (English, Spanish and Adolescent versions). This interview process explores the participant's history in the areas of health, family/social, drug and alcohol use, employment, mental health.
- Individual Treatment Planning which involves the participant in identifying problem areas in a range of life domains, identifies short-term and long-term goals which will be focused on over the course of the 4 months of treatment and additionally, the aftercare period.
- Psycho-educational process Groups and Individual Counseling which will focus on establishing and sustaining sobriety, and establishing and sustaining recovery supports.
- Crisis intervention and referral, 24-hours, 7 days, by an on-call counselor.
- Exit or discharge planning, which discusses compliance issues and aftercare plans (see aftercare service description).

- Family Counseling wherever appropriate to enhance and stabilize recovery. These sessions may occur in lieu of scheduled individual sessions, or may occur as part of the aftercare plan..
- Case management services, where clients may be referred by a third party requiring periodic updates on progress, drug test results, etc. Participants may also require court reports from time to time.

ADA Compliance:

Facility Access for Mobility Impaired: Bilingual Family Counseling Service, Inc., maintains compliance with requirements for facility access. The agency posts signs at the front and rear of buildings to indicate wheelchair access points. The disabled parking area is clearly marked, and ramp area will be kept clear of any barriers. The building(s) utilized for wheelchair access is clearly marked. Doorknobs, sinks, railings and ramping have been assessed as in compliance with ADA standards

Substance Abuse Services for the Hearing Impaired: It is the policy of Bilingual Family Counseling Service, Inc., not to discriminate and to provide appropriate auxiliary aids in the provision of services to hearing impaired individuals.

Procedure:

- a. When a hearing impaired person is requesting drug and alcohol treatment services, the clinic is to notify the director. Every attempt will be made to provide a Sign Language Counselor who will provide screening, evaluation, referral and/or counseling.
- b. If there is no Sign Language Counselor available, an interpreter will be offered. The Sign Language interpreter will be hired and paid for by the agency, and will

be bound by the same laws of confidentiality for counselors.

- c. If this option is not acceptable, the person seeking treatment will be referred to Rolling Start, or a similar agency that has a Sign Language Counselor in place.
- d. If a family member or another volunteer is available to interpret, that individual may be utilized provided a Sign Language Therapist or interpreter from another agency periodically sits in with them to verify they are interpreting appropriately.
- e. If the individual is in crisis (danger to self or others), the clinic is to refer the person to DBH inpatient facility or walk-in clinic and notify the clinic manager of the needs of the client.

Substance Abuse Services for the Visually Impaired: It is the policy of Bilingual Family Counseling Service, Inc. not to discriminate and to provide an appropriate and accessible environment for the visually impaired

Procedure:

- a. Bilingual Family Counseling Service, Inc. has available materials which are large print, as well as on tape.
- b. Staff will make accommodations for guide dogs.
- c. All hallways and lobby areas will be maintained free from obstructions.

Substance Abuse Services for the developmentally disabled: It is the policy of Bilingual Family Counseling Service, Inc. not to discriminate and to provide an appropriate and accessible treatment environment for the developmentally disabled.

Procedure:

- a. Treatment plans will be personalized and will take into consideration any identified disabilities.

- b. Clinical staff will utilize adjunct services where appropriate, such as Regional Center, to ensure quality of care.

Client/Staff ratio:

Each FTE position will maintain a caseload of about 24-28 participants. Estimated static caseload is 239; dynamic caseload is 818. It is expected that at 70%-80% productivity, there will be sufficient time for both group work as well as meeting with participants 1:1 beyond the initial treatment plan if needed to address program compliance issues and/or case management/referrals. Groups will be conducted by a “primary therapist”, and assisted by a trainee or intern (Chemical dependency counselor trainee or graduate student). Students/Trainees are not included as part of the budget cost.

Crisis Response: Participants who experience “crises” after hours will be directed to an on-call counselor who is available 24 hours, 7days a week. Participants are encouraged to engage in 12-step programs and other supports in order to develop relationships that can enhance recovery and resources in times of need. BFCS, Inc., may also utilize the local mental health system and psychiatric emergency teams to assist clients who may be a danger to themselves or others.

Staffing Pattern:

Staff name	Educational qualifications	FTE	Yrs. experience in d/a field	CPR/ First Aid	Languages Spoken (other than English)	Certifications & Licenses
Olivia Sevilla	MSW	.50	15	4/2002	Spanish	LCSW
Frances Ramirez	MSW	1.00	10	4/2002		LCSW
Josefina Sierra	MSW	.05	12	4/2002	Spanish	LCSW
Judy Briggs	MSW	.50	7	4/2002		
Elizabeth Baker	MSW	1.00	5	4/2002	Spanish	
Maria Mora	MSW	.25	5		Spanish	
Herlinda Acuna	MS	.91	3	4/2002	Spanish	
Vicky Miller	CADC LVN	1.00	11	4/2002		CADAAC
Amalia Correa-Bryan	CADC	.78	10	4/2002	Spanish	CADE
Margarita Salazar	CADAC MSW student	.25	4	4/2002	Spanish	CADE

Bilingual Family Counseling Service, Inc., will ensure that staff of every category are personally and professionally qualified to work effectively with participants in the proposed substance abuse program. All staff are expected to abide by a Code of Conduct which includes commitments to professional standards, standards related to the use of drugs and/or alcohol, staff-client relationships, prohibition of sexual contact, and conflict of interest. This Code of Conduct is shared with program participants and is posted.

In the event that the program or contract are terminated, Bilingual Family Counseling Service, Inc., will assist clients to transition to another ADP certified facility for services. BFCS, Inc., will provide the County with all client information and documents necessary for the transition. The Executive Director and a designated supervisor will act as contact

persons for County and program participants.

Culturally Appropriate Service Delivery Plan:

Bilingual Family Counseling Service, Inc., will provide services that are culturally sensitive. The various counselors assigned to this proposed program, represent the local demographics in terms of culture (South and Central America). The cultural knowledge and competence of the staff exceeds the standard of most service providers. All BFCS, Inc. staff will be continually trained in cultural sensitivity related to age, gender, ethnicity, socio-economic status, long-term incarceration, gang involvement, chronic homelessness, etc. Bilingual Family Counseling Service, Inc., is confident that it can meet the community's needs for culturally competent professionals. Programs are designed to accommodate for specific cultural "norms" as they become apparent; as well as generational acculturation issues especially when working with adolescents and their families. BFCS, Inc. will ensure that all staff in the proposed program are trained and skilled in effective, culturally appropriate intervention methods.

BFCS anticipates that language needs of the communities served will be primarily English and Spanish. Language capability on the staff includes: English, Spanish, Tagalog, and Mandarin. Clerical, clinical and administrative staffing are at a minimum bilingual (English-Spanish), and reflect the cultures and languages of the local community. The majority of the counseling staff for this proposed program will be bilingual and bi-cultural. Should a need arise to provide information or services in languages other than that which exists in our staffing, BFCS will utilize resources identified through its collaborative partners, as well as other existing and qualified translation service resources in the community. BFCS is committed to seeking out resources, which are culturally and linguistically appropriate for

the clientele it serves.

Role of self-help

Bilingual Family Counseling Service, Inc., utilizes the concepts of the 12-steps throughout its program service philosophy. All clients, whether adult or adolescent, are expected to attend some form of 12-step support (AA, NA, CA, Alateen, etc), as part of the treatment plan. A minimum of one 12-step meeting will be required for program compliance. Participants must show proof of attendance periodically as part of their treatment plan. Participants will be referred to local existing 12-step groups.

To facilitate access to these additional support groups, BFCS, Inc. will host 12-step groups (NA and AA) at its site. These groups will be conducted 2 – 3 nights per week (including weekends). At least one group will be offered in Spanish; and at least one group will be geared to youth. BFCS, Inc. will seek partnerships to secure additional sites for 12-step groups in the local community (Churches, etc). This will be especially important to program participants who are homeless or who lack transportation. Both adult and youth participants of the proposed drug/alcohol treatment program will also be provided with a list published periodically by the local Inland Empire NA and AA chapters.

As part of its Aftercare program services, staff of Bilingual Family Counseling Service, Inc., will conduct discussion groups which are 12-step focused: Step study and Accountability groups.

Methods, procedures and instruments used to screen. How intensity will be determined

Each program participant will be engaged in a structured interview process. During this process, the Addictions Severity Index is utilized as a tool to determine the intensity of treatment most suitable for the participant. The interview covers seven areas of functioning: medical status and withdrawal risks; employment status; drug/alcohol use; family history of substance use and mental illness; family and social relationships; legal issues and psychiatric or current mental health concerns.

To corroborate certain health information, additional health-related screening tools will be utilized as established by the State (Health Screening Form and TB screening form).

Based on scaling obtained from the participant, combined with impressions of the counselor, a determination is made as to the level of severity of the addiction. Participants scoring within a range appropriate for outpatient care, will be enrolled into the program at one of the four levels described in section 3 (Specific Services). Basis for level designation (1-4) will include: # days clean, level of use, level of motivation and self awareness. Participants scoring above the range appropriate for outpatient treatment, will be referred to residential or intensified treatment (comparable to day treatment), or detoxification services.

Treatment planning occurs in cooperation with the client. Goals are established which focus primarily on substance use and include other life domains such as legal problems, employment, emotional and social concerns. Clients will be required to attend 12-step, self-help groups in addition to services received at the agency. Treatment plans will indicate the maximum length of program services and number of visits required. All

treatment plans will be client-centered and culturally relevant. Individualized treatment plans will be reviewed with the participant monthly.

Prior to discharge, clients will be re-evaluated, and a 2nd ASI will be completed as a post-test. Scaling results, along with factors related to program compliance over the past 4 months, will determine readiness for less intensive and self-help service. Recommendations made upon discharge will be made/shared with 3rd party referrals for assistance in follow up and compliance issues.

Staffing narrative:

The following staff (direct service) will be utilized in funded positions. Resumes are attached. Following is a narrative indicating special skills of each potential staff member.

Olivia Sevilla -- 15 years experience in administration of grant-funded programs, budget preparation and implementation. 15 years experience providing drug and alcohol direct treatment services; 20 years providing drug/alcohol prevention and education services. Possesses a Masters degree in Social Work, as well as a license in clinical social work. Master's degree has an emphasis in chemical dependency. Spanish Speaking.

Frances Ramirez -- 10 years experience conducting individual and group treatment focused on substance abuse and relapse prevention. Specializes in work with early-teen and pre-teen children involved in substance abuse. 3 years experience providing direct substance abuse services to Parolees. Established a case management standard for Parolees for the agency. Possesses an MSW degree and license as a clinical social worker. Supervises unlicensed counselors in all aspects of treatment.

Josefina Sierra 12 years experience in the field of chemical dependency. She possesses her Masters degree in Social Work, and is licensed. Provides clinical supervision to unlicensed staff in all aspects of treatment. Specializes in work with Latino populations, women and teens. Spanish speaking.

Vicky Miller 11 years experience in the field of chemical dependency providing treatment. Certified Alcohol and Drug Counselor. LVN. Has worked both residential and non-residential programs. Is responsible for the establishment and implementation of the standard for drug testing at this agency. Conducts PC1000 classes.

Elizabeth Baker -- 5 years experience in the field of chemical dependency. Specializes in working with adults and Spanish Speaking. 3 years experience as coordinator of Quality Assurance Review process. Possesses a MSW degree. Spanish speaking.

Amalia Correa-Bryan -- 10 years experience as a counselor providing substance abuse treatment. Possesses a BA and CAADE certification. Specializes in working with Latinos. Specializes in issues related to acculturation and refugee status. Spanish speaking.

Judy Briggs -- 7 years experience providing substance abuse treatment. Specializes in work with adults, homeless populations and multiple need clients requiring case management and advocacy. Possesses an MSW degree.

Margarita Salazar -- 4 years experience providing substance abuse treatment. Conducts groups in Spanish. Specializes in adults. Possesses a Bachelor degree, CAADE certification, and will complete a Masters degree in Social Work in June, 2004. Spanish Speaking.

Maria Mora -- 5 years experience providing substance abuse treatment (groups and individual). Possesses her MSW degree. Specializes in issues related to acculturation. Spanish speaking.

Herlinda Acuna – 3 years experience providing substance abuse treatment. Specializes in working with adolescents. Specializes in the issues of acculturation and refugee status. Possesses a MS in Marriage Family Therapy. Spanish speaking.

Post-treatment, aftercare and case management

Bilingual Family Counseling Service, Inc. will offer Aftercare services to all clients completing treatment. Post treatment services will be integrated into the initial treatment planning goals. As participants near the end of their course of treatment, an exit interview will be scheduled which will focus specifically on the participant's commitment to a plan for Aftercare support. As part of a post-treatment plan, participants will engage in weekly or bi-weekly follow up groups offered by staff of Bilingual Family Counseling Service, Inc. Participants will be expected to participate for maximum of 4 months in aftercare services. As part of its Aftercare program services, BFCS, Inc., will host 12-step groups at its site

Aftercare services provided by the staff of BFCS, Inc., will include support groups which will focus on the following areas: 12-step concepts, step study, sustaining sobriety, sustaining lifestyle changes, addressing legal obligations, goal setting related to other domains such as employment or health, stress management, problem-solving skills, handling cravings. Participants will also be assisted with resources related to employment, sober-living environments, education or job training. Aftercare services may also include services to the

participant and his/her family members. The goal of their participation in aftercare services is to enhance the stabilization and sustaining of sobriety.

Case management services will be provided to all participants as a service which enhances treatment. Contacts with third-party referrals can assist and enhance achievement of treatment goals. Contacts with third-party referrals such as probation, parole, DCS, or CalWORKS will be made a minimum of 1 time per month. The purpose of these contacts are to assist participants to remain in compliance with terms and conditions of probation/parole, or reunification plans. Information regarding attendance, progress and drug test results will be disclosed with proper consents.

Monitoring of compliance

All participants of the proposed Substance Abuse treatment program of Bilingual Family Counseling Service, Inc., will, as part of the treatment plan, engage in random urine drug testing on site. Drug testing may occur either at the time of group meetings or individual sessions. Bilingual Family Counseling Service, Inc., has an established Drug Testing Policy and Procedure, which is discussed with all participants. Participants who test positive will automatically be engaged in a “plan of correction” process, which modifies the original treatment plan by intensifying services. Although, the agency recognizes that relapse is often part of recovery, due to the limited length of treatment, participants are given limited opportunity to “correct” a relapse. Participants who continue to test positive, will be determined to require a higher intensity of care, and may be referred out. Participants will continue in care at this clinic within the limits of their treatment plan, until they have engaged in care elsewhere. This is especially crucial when other service providers experience impacted wait lists. Staff of BFCS, Inc., as appropriate, will work closely with parole, probation or other referral sources to facilitate transition to appropriate

levels of care beyond what this agency can provide.

AGREEMENT FOR SUBSTANCE ABUSE AND CRIME PREVENTION ACT
(SACPA) SERVICES

CONTRACTOR NAME: BILINGUAL FAMILY COUNSELING SERVICES, INC.

Contractor shall:

Comply with all SACPA Regulations found in Title 9 California Code of Regulations (CRC), commencing with Section 9500 and including:

9530(f): With the exception of specific requirements included in (g), (h), and (i) of Section 9530, determination of allowable and allocable costs under the Act shall be made utilizing the guidelines contained in the Act and in cost principles published by the Federal Office of Management and Budget (OMB). The County shall follow OMB Circular A-87, "Cost Principles of State, Local and Indian Tribal Governments". Public and Private contractors shall follow OMB Circular A-122, "Cost Principles for Non-Profit Organizations".

9530(k) (2): The County shall monitor and document activities to ensure that funds are not used to supplant funds from any existing fund source or mechanism currently used to provide drug treatment services in the County.

9535 (e): The Contractor shall retain all records documenting use of funds for a period of five years from the end of the fiscal year or until completion of the State Department of Alcohol and Drug Program's annual audit and resolution of any resulting audit issues if the audit is not resolved within five years.

9545 (a): Counties shall annually audit any public or private contractors with whom they have agreements and who expend \$300,000 or more in funds to ensure compliance with provisions of the Act, the requirements of Chapter 2.5 of Title 9, CRC, and the County terms and conditions under which the funds were awarded. Counties may, at their discretion, conduct such audits, contract for the performance of such audits, or require the public or private contractors to obtain such audits.

9545 (b): The audit shall be conducted in accordance with generally accepted government auditing standards as described in "Government Auditing Standards (1994 Revision)", published for the United States General Accounting Office by the Comptroller General of the United States.

9545 (d): The written audit report shall establish whether the Contractor expended funds in accordance with the provisions of the Act, the requirements of Chapter 2.5 of Title 9, CRC, and the County terms and conditions under which the funds were awarded.

9545 (e): When a County audit finds that a public or private contractor has misspent funds based on the requirement of Title 9, CRC, Section 9530, the County shall demand repayment from the Contractor in the amount of such audit findings and shall deposit the

recovered funds into the County's trust fund established pursuant to Title 9, CRC, Section 9517. Such recovery of funds shall be reported to the Department on the Annual Financial Status Report Substance Abuse and Crime Prevention Act of 2000" (Form 10096, New 10/01), and the specific amount recovered shall be identified in the "Comments/Remarks" line on the same report. The County shall maintain an audit trail to identify the specific audit periods for which recoveries are reported.

9545 (g): Notwithstanding subsection (a) of Section 9545, any public or private contractor who is required to obtain a single audit pursuant to OMB Circular A-133 and who receives funding under the Act, shall ensure that the single audit addresses compliance with the requirements of the Act. The County may rely on the single audit as fulfilling its responsibilities in Section 9545(a).

9545 (h): Audit work papers supporting the report shall be retained for a period of five years from the issuance of the audit report and the County shall make such work papers available to the State Department of Alcohol and Drug Programs upon request.

---END OF ADDENDUM---

AGREEMENT ON UNION ORGANIZING

CONTRACTOR NAME: BILINGUAL FAMILY COUNSELING SERVICES, INC.

Contractor, by signing this Contract, hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this Contract.

1. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
2. No state funds received under this Contract will be used to assist, promote or deter union organizing.
3. Contractor will not, for any business conducted under this Contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
4. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

---END OF ADDENDUM---